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BUSINESS DIVISION

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SECURITY PACIFIC NATIONAL BANK

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

308

SECURITY PACIFIC NATIONAL)
BANK, a national banking)
association,)

Plaintiff,)

v.)

CINEMATRONICS, INCORPORATED,)
a California corporation,)
JIMMIE DALE PIERCE, an)
individual, SUSANNE C.)
PIERCE, an individual,)
and DOES I through XX,)
inclusive,)

Defendants.)

No. 490399

COMPLAINT FOR BREACH OF
PROMISSORY NOTE; FOR
BREACH OF CONTRACT; FOR
MONEY HAD AND RECEIVED;
FOR MONEY LENT; and
FOR BREACH OF GUARANTY

709 7522 8/10/82

COMES NOW, Plaintiff SECURITY PACIFIC NATIONAL
BANK, a national banking association (hereinafter referred to
as "SPNB"), and complains of defendants as follows:

PRELIMINARY STATEMENT

1. Plaintiff is, and at all time herein mentioned
was, a national banking association doing business in San
Diego County, California.

1 2. Plaintiff is informed and believes and, upon
2 such information and belief, alleges that Defendant
3 CINEMATRONICS, INCORPORATED, is a corporation duly existing
4 under the laws of the State of California and is, and at all
5 times herein relevant was, doing business in the County of San
6 Diego, State of California.

7 3. Plaintiff is informed and believes and, upon
8 such information and belief, alleges that defendants JIMMIE
9 DALE PIERCE and SUSANNE C. PIERCE are husband and wife and
10 are, and at all times herein mentioned were, residents of the
11 County of San Diego, State of California.

12 4. Plaintiff is informed and believes and, upon
13 such information and belief, alleges that, at all times herein
14 relevant, defendants, and each of them, were the agents of
15 each other and in doing the things herein alleged, were acting
16 within the course and scope of said agency.

17 5. Plaintiff is ignorant of the true names and
18 capacities of defendants sued herein as DOES I through XX, and
19 therefore sues these defendants by such fictitious names.
20 Plaintiff is informed and believes that each of the ficti-
21 tiously named defendants is responsible in some manner for the
22 occurrences herein alleged and that plaintiff's damages herein
23 alleged were proximately caused by their conduct.

24
25 FIRST CAUSE OF ACTION
26 AGAINST CINEMATRONICS, INCORPORATED,
27 FOR BREACH OF PROMISSORY NOTE
28 6. Plaintiff incorporates Paragraphs 1 through 5

1 herein as though fully set forth at length.

2 7. On or about February 26, 1982, in San Diego
3 County, California, defendant CINEMATRONICS, INCORPORATED,
4 for valuable consideration, made, executed and delivered to
5 SPNB its promissory note in the amount of One Hundred Fifty
6 Thousand Dollars (\$150,000) payable on demand, or if no
7 demand, then on or before May 27, 1982, with interest from
8 date at the rate of .75 percent per annum in excess of SPNB's
9 prime rate as said prime rate may change from time to time,
10 with any changes in said interest rate resulting from a change
11 in the prime rate becoming effective on the date of SPNB's
12 prime rate change. A copy of said promissory note is attached
13 hereto as Exhibit "1" and by this reference incorporated
14 herein.

15 8. On May 27, 1982, CINEMATRONICS, INCORPORATED,
16 defaulted on said promissory note. Despite SPNB's demand for
17 payment by letter dated August 2, 1982, a copy of which is
18 attached hereto as Exhibit "14" and by this reference incorpo-
19 rated herein, as of the date of the filing of this complaint
20 there remains due and owing the principal sum of \$18,693.08
21 plus accrued interest from August 2, 1982.

22 9. The terms of said promissory note provide that
23 in the event legal action is taken to enforce collection
24 thereof, defendants, and each of them, promise to pay all
25 costs of collection including attorneys' fees incurred in the
26 collection of said promissory note. Plaintiff is and has been
27 required to incur expenses and to employ attorneys to enforce
28 collection of said promissory note, all to the damage of the

1 plaintiff, in an amount currently unascertained. Plaintiff
2 will seek leave of court to amend its complaint to assert
3 those amounts when said amounts become fully known.

4
5 SECOND CAUSE OF ACTION
6 AGAINST CINEMATRONICS, INCORPORATED,
7 FOR BREACH OF PROMISSORY NOTE

8 10. Plaintiff incorporates Paragraphs 1 through 5
9 herein as though fully set forth at length.

10 11. On or about March 12, 1982, in San Diego
11 County, California, defendant CINEMATRONICS, INCORPORATED,
12 for valuable consideration, made, executed and delivered to
13 SPNB its promissory note in the amount of Fifty Thousand
14 Dollars (\$50,000) payable on demand, or if no demand, then on
15 or before June 14, 1982, with interest from date at the rate
16 of .75 percent per annum in excess of SPNB's prime rate as
17 said prime rate may change from time to time, with any changes
18 in said interest rate resulting from a change in the prime
19 rate becoming effective on the date of SPNB's prime rate
20 change. A copy of said promissory note is attached hereto as
21 Exhibit "2" and by this reference incorporated herein.

22 12. On June 14, 1982, CINEMATRONICS, INCORPORATED,
23 defaulted on said promissory note. Despite SPNB's demand for
24 payment by letter dated August 2, 1982, a copy of which is
25 attached hereto as Exhibit "14" and by this reference incorpo-
26 rated herein, as of the date of the filing of this complaint
27 there remains due and owing the principal sum of \$50,000 plus
28 accrued interest from August 2, 1982.

1 13. The terms of said promissory note provide that
2 in the event legal action is taken to enforce collection
3 thereof, defendants, and each of them, promise to pay all
4 costs of collection including attorneys' fees incurred in the
5 collection of said promissory note. Plaintiff is and has been
6 required to incur expenses and to employ attorneys to enforce
7 collection of said promissory note, all to the damage of the
8 plaintiff, in an amount currently unascertained. Plaintiff
9 will seek leave of court to amend its complaint to assert
10 those amounts when said amounts become fully known.

11
12 THIRD CAUSE OF ACTION
13 AGAINST CINEMATRONICS, INCORPORATED,
14 FOR BREACH OF PROMISSORY NOTE

15 14. Plaintiff incorporates Paragraphs 1 through 5
16 herein as though fully set forth at length.

17 15. On or about March 12, 1982, in San Diego
18 County, California, defendant CINEMATRONICS, INCORPORATED,
19 for valuable consideration, made, executed and delivered to
20 SPNB its promissory note in the amount of Fifty Thousand
21 Dollars (\$50,000) payable on demand, or if no demand, then on
22 or before June 14, 1982, with interest from date at the rate
23 of .75 percent per annum in excess of SPNB's prime rate as
24 said prime rate may change from time to time, with any changes
25 in said interest rate resulting from a change in the prime
26 rate becoming effective on the date of SPNB's prime rate
27 change. A copy of said promissory note is attached hereto as
28 Exhibit "3" and by this reference incorporated herein.

1 16. On June 14, 1982, CINEMATRONICS, INCORPORATED,
2 defaulted on said promissory note. Despite SPNB's demand for
3 payment by letter dated August 2, 1982, a copy of which is
4 attached hereto as Exhibit "14" and by this reference incorpo-
5 rated herein, as of the date of the filing of this complaint
6 there remains due and owing the principal sum of \$50,000 plus
7 accrued interest from August 2, 1982.

8 17. The terms of said promissory note provide that
9 in the event legal action is taken to enforce collection
10 thereof, defendants, and each of them, promise to pay all
11 costs of collection including attorneys' fees incurred in the
12 collection of said promissory note. Plaintiff is and has been
13 required to incur expenses and to employ attorneys to enforce
14 collection of said promissory note, all to the damage of the
15 plaintiff, in an amount currently unascertained. Plaintiff
16 will seek leave of court to amend its complaint to assert
17 those amounts when said amounts become fully known.

18
19 FOURTH CAUSE OF ACTION

20 AGAINST CINEMATRONICS, INCORPORATED,
21 FOR BREACH OF PROMISSORY NOTE

22 18. Plaintiff incorporates Paragraphs 1 through 5
23 herein as though fully set forth at length.

24 19. On or about March 12, 1982, in San Diego
25 County, California, defendant CINEMATRONICS, INCORPORATED,
26 for valuable consideration, made, executed and delivered to
27 SPNB its promissory note in the amount of Fifty Thousand
28 Dollars (\$50,000) payable on demand, or if no demand, then on

1 or before June 14, 1982, with interest from date at the rate
2 of .75 percent per annum in excess of SPNB's prime rate as
3 said prime rate may change from time to time, with any changes
4 in said interest rate resulting from a change in the prime
5 rate becoming effective on the date of SPNB's prime rate
6 change. A copy of said promissory note is attached hereto as
7 Exhibit "4" and by this reference incorporated herein.

8 20. On June 14, 1982, CINEMATRONICS, INCORPORATED,
9 defaulted on said promissory note. Despite SPNB's demand for
10 payment by letter dated August 2, 1982, a copy of which is
11 attached hereto as Exhibit "14" and by this reference incorpo-
12 rated herein, as of the date of the filing of this complaint
13 there remains due and owing the principal sum of \$50,000 plus
14 accrued interest from August 2, 1982.

15 21. The terms of said promissory note provide that
16 in the event legal action is taken to enforce collection
17 thereof, defendants, and each of them, promise to pay all
18 costs of collection including attorneys' fees incurred in the
19 collection of said promissory note. Plaintiff is and has been
20 required to incur expenses and to employ attorneys to enforce
21 collection of said promissory note, all to the damage of the
22 plaintiff, in an amount currently unascertained. Plaintiff
23 will seek leave of court to amend its complaint to assert
24 those amounts when said amounts become fully known.

25 . . .

26 . . .

27 . . .

28 . . .

FIFTH CAUSE OF ACTION
AGAINST CINEMATRONICS, INCORPORATED,
FOR BREACH OF PROMISSORY NOTE

22. Plaintiff incorporates Paragraphs 1 through 5 herein as though fully set forth at length.

23. On or about April 9, 1982, in San Diego County, California, defendant CINEMATRONICS, INCORPORATED, for valuable consideration, made, executed and delivered to SPNB its promissory note in the amount of Three Hundred Ninety-one Thousand Five Hundred Dollars (\$391,500) payable on demand, or if no demand, then on or before July 9, 1982, with interest from date at the rate of .75 percent per annum in excess of SPNB's prime rate as said prime rate may change from time to time, with any changes in said interest rate resulting from a change in the prime rate becoming effective on the date of SPNB's prime rate change. A copy of said promissory note is attached hereto as Exhibit "5" and by this reference incorporated herein.

24. On July 9, 1982, CINEMATRONICS, INCORPORATED, defaulted on said promissory note. Despite SPNB's demand for payment by letter dated August 2, 1982, a copy of which is attached hereto as Exhibit "14" and by this reference incorporated herein, as of the date of the filing of this complaint there remains due and owing the principal sum of \$391,500 plus accrued interest from August 2, 1982.

25. The terms of said promissory note provide that in the event legal action is taken to enforce collection thereof, defendants, and each of them, promise to pay all

1 costs of collection including attorneys' fees incurred in the
2 collection of said promissory note. Plaintiff is and has been
3 required to incur expenses and to employ attorneys to enforce
4 collection of said promissory note, all to the damage of the
5 plaintiff, in an amount currently unascertained. Plaintiff
6 will seek leave of court to amend its complaint to assert
7 those amounts when said amounts become fully known.
8

9 SIXTH CAUSE OF ACTION

10 AGAINST CINEMATRONICS, INCORPORATED,
11 FOR BREACH OF PROMISSORY NOTE

12 26. Plaintiff incorporates Paragraphs 1 through 5
13 herein as though fully set forth at length.

14 27. On or about April 22, 1982, in San Diego
15 County, California, defendant CINEMATRONICS, INCORPORATED,
16 for valuable consideration, made, executed and delivered to
17 SPNB its promissory note in the amount of Two Hundred Fifty-
18 Seven Thousand Eight Hundred Ninety-three and 13/100ths
19 Dollars (\$257,893.13) payable on demand, or if no demand, then
20 on or before July 21, 1982, with interest from date at the
21 rate of .75 percent per annum in excess of SPNB's prime rate
22 as said prime rate may change from time to time, with any
23 changes in said interest rate resulting from a change in the
24 prime rate becoming effective on the date of SPNB's prime rate
25 change. A copy of said promissory note is attached hereto as
26 Exhibit "6" and by this reference incorporated herein.

27 28. On July 21, 1982, CINEMATRONICS, INCORPORATED,
28 defaulted on said promissory note. Despite SPNB's demand for

1 payment by letter dated August 2, 1982, a copy of which is
2 attached hereto as Exhibit "14" and by this reference incorpo-
3 rated herein, as of the date of the filing of this complaint
4 there remains due and owing the principal sum of \$257,893.13
5 plus accrued interest from August 2, 1982.

6 29. The terms of said promissory note provide that
7 in the event legal action is taken to enforce collection
8 thereof, defendants, and each of them, promise to pay all
9 costs of collection including attorneys' fees incurred in the
10 collection of said promissory note. Plaintiff is and has been
11 required to incur expenses and to employ attorneys to enforce
12 collection of said promissory note, all to the damage of the
13 plaintiff, in an amount currently unascertained. Plaintiff
14 will seek leave of court to amend its complaint to assert
15 those amounts when said amounts become fully known.

16
17 SEVENTH CAUSE OF ACTION
18 AGAINST CINEMATRONICS, INCORPORATED,
19 FOR BREACH OF PROMISSORY NOTE

20 30. Plaintiff incorporates Paragraphs 1 through 5
21 herein as though fully set forth at length.

22 31. On or about April 26, 1982, in San Diego
23 County, California, defendant CINEMATRONICS, INCORPORATED,
24 for valuable consideration, made, executed and delivered to
25 SPNB its promissory note in the amount of Five Hundred Fifty-
26 Seven Thousand One Hundred Thirty-Nine and 38/100ths Dollars
27 (\$557,139.38) payable on demand, or if no demand, then on or
28 before July 26, 1982, with interest from date at the rate of

1 .75 percent per annum in excess of SPNB's prime rate as said
2 prime rate may change from time to time, with any changes in
3 said interest rate resulting from a change in the prime rate
4 becoming effective on the date of SPNB's prime rate change. A
5 copy of said promissory note is attached hereto as Exhibit "7"
6 and by this reference incor porated herein.

7 32. On July 26, 1982, CINEMATRONICS, INCORPORATED,
8 defaulted on said promissory note. Despite SPNB's demand for
9 payment by letter dated August 2, 1982, a copy of which is
10 attached hereto as Exhibit "14" and by this reference incorpo-
11 rated herein, as of the date of the filing of this complaint
12 there remains due and owing the principal sum of \$557,139.38
13 plus accrued interest from August 2, 1982.

14 33. The terms of said promissory note provide that
15 in the event legal action is taken to enforce collection
16 thereof, defendants, and each of them, promise to pay all
17 costs of collection including attorneys' fees incurred in the
18 collection of said promissory note. Plaintiff is and has been
19 required to incur expenses and to employ attorneys to enforce
20 collection of said promissory note, all to the damage of the
21 plaintiff, in an amount currently unascertained. Plaintiff
22 will seek leave of court to amend its complaint to assert
23 those amounts when said amounts become fully known.

24
25 EIGHTH CAUSE OF ACTION
26 AGAINST CINEMATRONICS, INCORPORATED,
27 FOR BREACH OF PROMISSORY NOTE

28 34. Plaintiff incorporates Paragraphs 1 through 5

1 herein as though fully set forth at length.

2 35. On or about April 29, 1982, in San Diego
3 County, California, defendant CINEMATRONICS, INCORPORATED,
4 for valuable consideration, made, executed and delivered to
5 SPNB its promissory note in the amount of Two Hundred Ninety-
6 Nine Thousand Two Hundred Forty-Six and 25/100ths Dollars
7 (\$299,246.25) payable on demand, or if no demand, then on or
8 before July 28, 1982, with interest from date at the rate of
9 .75 percent per annum in excess of SPNB's prime rate as said
10 prime rate may change from time to time, with any changes in
11 said interest rate resulting from a change in the prime rate
12 becoming effective on the date of SPNB's prime rate change. A
13 copy of said promissory note is attached hereto as Exhibit "8"
14 and by this reference incorporated herein.

15 36. On July 28, 1982, CINEMATRONICS, INCORPORATED,
16 defaulted on said promissory note. Despite SPNB's demand for
17 payment by letter dated August 2, 1982, a copy of which is
18 attached hereto as Exhibit "14" and by this reference incorpo-
19 rated herein, as of the date of the filing of this complaint
20 there remains due and owing the principal sum of \$299,246.25
21 plus accrued interest from August 2, 1982.

22 37. The terms of said promissory note provide that
23 in the event legal action is taken to enforce collection
24 thereof, defendants, and each of them, promise to pay all
25 costs of collection including attorneys' fees incurred in the
26 collection of said promissory note. Plaintiff is and has been
27 required to incur expenses and to employ attorneys to enforce
28 collection of said promissory note, all to the damage of the

1 plaintiff, in an amount currently unascertained. Plaintiff
2 will seek leave of court to amend its complaint to assert
3 those amounts when said amounts become fully known.
4

5 NINTH CAUSE OF ACTION
6 AGAINST CINEMATRONICS, INCORPORATED,
7 FOR BREACH OF PROMISSORY NOTE

8 37. Plaintiff incorporates Paragraphs 1 through 5
9 herein as though fully set forth at length.

10 38. On or about May 3, 1982, in San Diego County,
11 California, defendant CINEMATRONICS, INCORPORATED, for valu-
12 able consideration, made, executed and delivered to SPNB its
13 promissory note in the amount of Five Hundred and One Thousand
14 Two Hundred Ninety-Five and 50/100ths Dollars (\$501,295.50)
15 payable on demand, or if no demand, then on or before
16 August 2, 1982, with interest from date at the rate of .75
17 percent per annum in excess of SPNB's prime rate as said prime
18 rate may change from time to time, with any changes in said
19 interest rate resulting from a change in the prime rate
20 becoming effective on the date of SPNB's prime rate change. A
21 copy of said promissory note is attached hereto as Exhibit "9"
22 and by this reference incorporated herein.

23 39. On August 2, 1982, CINEMATRONICS, INCORPO-
24 RATED, defaulted on said promissory note. Despite SPNB's
25 demand for payment by letter dated August 2, 1982, a copy of
26 which is attached hereto as Exhibit "14" and by this reference
27 incorporated herein, as of the date of the filing of this
28 complaint there remains due and owing the principal sum of

1 \$501,295.50 plus accrued interest from August 2, 1982.

2 40. The terms of said promissory note provide that
3 in the event legal action is taken to enforce collection
4 thereof, defendants, and each of them, promise to pay all
5 costs of collection including attorneys' fees incurred in the
6 collection of said promissory note. Plaintiff is and has been
7 required to incur expenses and to employ attorneys to enforce
8 collection of said promissory note, all to the damage of the
9 plaintiff, in an amount currently unascertained. Plaintiff
10 will seek leave of court to amend its complaint to assert
11 those amounts when said amounts become fully known.

12
13 TENTH CAUSE OF ACTION

14 AGAINST CINEMATRONICS, INCORPORATED,
15 FOR BREACH OF PROMISSORY NOTE

16 41. Plaintiff incorporates Paragraphs 1 through 5
17 herein as though fully set forth at length.

18 42. On or about May 26, 1982, in San Diego County,
19 California, defendant CINEMATRONICS, INCORPORATED, for valu-
20 able consideration, made, executed and delivered to SPNB its
21 promissory note in the amount of Two Hundred Forty-Nine
22 Thousand Seven Hundred Twenty-Two and 75/100ths Dollars
23 (\$249,722.75) payable on demand, or if no demand, then on or
24 before August 24, 1982, with interest from date at the rate of
25 .75 percent per annum in excess of SPNB's prime rate as said
26 prime rate may change from time to time, with any changes in
27 said interest rate resulting from a change in the prime rate
28 becoming effective on the date of SPNB's prime rate change. A

1 copy of said promissory note is attached hereto as Exhibit
2 "10" and by this reference incorporated herein.

3 43. On August 2, 1982, CINEMATRONICS, INCORPO-
4 RATED, defaulted on said promissory note. Despite SPNB's
5 demand for payment by letter dated August 2, 1982, a copy of
6 which is attached hereto as Exhibit "14" and by this reference
7 incorporated herein, as of the date of the filing of this
8 complaint there remains due and owing the principal sum of
9 \$249,722.75 plus accrued interest from August 2, 1982.

10 44. The terms of said promissory note provide that
11 in the event legal action is taken to enforce collection
12 thereof, defendants, and each of them, promise to pay all
13 costs of collection including attorneys' fees incurred in the
14 collection of said promissory note. Plaintiff is and has been
15 required to incur expenses and to employ attorneys to enforce
16 collection of said promissory note, all to the damage of the
17 plaintiff, in an amount currently unascertained. Plaintiff
18 will seek leave of court to amend its complaint to assert
19 those amounts when said amounts become fully known.

20
21 ELEVENTH CAUSE OF ACTION
22 AGAINST CINEMATRONICS, INCORPORATED,
23 FOR BREACH OF PROMISSORY NOTE

24 45. Plaintiff incorporates Paragraphs 1 through 5
25 herein as though fully set forth at length.

26 46. On or about May 28, 1982, in San Diego County,
27 California, defendant CINEMATRONICS, INCORPORATED, for valu-
28 able consideration, made, executed and delivered to SPNB its

1 promissory note in the amount of Two Hundred Forty-Nine
2 Thousand Seven Hundred Twenty-Two and 75/100ths Dollars
3 (\$249,722.75) payable on demand, or if no demand, then on or
4 before August 26, 1982, with interest from date at the rate of
5 .75 percent per annum in excess of SPNB's prime rate as said
6 prime rate may change from time to time, with any changes in
7 said interest rate resulting from a change in the prime rate
8 becoming effective on the date of SPNB's prime rate change. A
9 copy of said promissory note is attached hereto as Exhibit
10 "11" and by this reference incorporated herein.

11 47. On August 2, 1982, CINEMATRONICS, INCORPO-
12 RATED, defaulted on said promissory note. Despite SPNB's
13 demand for payment by letter dated August 2, 1982, a copy of
14 which is attached hereto as Exhibit "14" and by this reference
15 incorporated herein, as of the date of the filing of this
16 complaint there remains due and owing the principal sum of
17 \$249,722.75 plus accrued interest from August 2, 1982.

18 48. The terms of said promissory note provide that
19 in the event legal action is taken to enforce collection
20 thereof, defendants, and each of them, promise to pay all
21 costs of collection including attorneys' fees incurred in the
22 collection of said promissory note. Plaintiff is and has been
23 required to incur expenses and to employ attorneys to enforce
24 collection of said promissory note, all to the damage of the
25 plaintiff, in an amount currently unascertained. Plaintiff
26 will seek leave of court to amend its complaint to assert
27 those amounts when said amounts become fully known.
28

TWELFTH CAUSE OF ACTION
AGAINST CINEMATRONICS, INCORPORATED,
FOR BREACH OF PROMISSORY NOTE

49. Plaintiff incorporates Paragraphs 1 through 5 herein as though fully set forth at length.

50. On or about June 7, 1982, in San Diego County, California, defendant CINEMATRONICS, INCORPORATED, for valuable consideration, made, executed and delivered to SPNB its promissory note in the amount of Two Hundred Forty-Nine Thousand Seven Hundred Twenty-Two and 75/100ths Dollars (\$249,722.75) payable on demand, or if no demand, then on or before September 7, 1982, with interest from date at the rate of .75 percent per annum in excess of SPNB's prime rate as said prime rate may change from time to time, with any changes in said interest rate resulting from a change in the prime rate becoming effective on the date of SPNB's prime rate change. A copy of said promissory note is attached hereto as Exhibit "12" and by this reference incorporated herein.

51. On August 2, 1982, CINEMATRONICS, INCORPORATED, defaulted on said promissory note. Despite SPNB's demand for payment by letter dated August 2, 1982, a copy of which is attached hereto as Exhibit "14" and by this reference incorporated herein, as of the date of the filing of this complaint there remains due and owing the principal sum of \$249,722.75 plus accrued interest from August 2, 1982.

52. The terms of said promissory note provide that in the event legal action is taken to enforce collection thereof, defendants, and each of them, promise to pay all

1 costs of collection including attorneys' fees incurred in the
2 collection of said promissory note. Plaintiff is and has been
3 required to incur expenses and to employ attorneys to enforce
4 collection of said promissory note, all to the damage of the
5 plaintiff, in an amount currently unascertained. Plaintiff
6 will seek leave of court to amend its complaint to assert
7 those amounts when said amounts become fully known.

8
9 THIRTEENTH CAUSE OF ACTION
10 AGAINST CINEMATRONICS, INCORPORATED,
11 FOR BREACH OF CONTRACT TO PAY MONEY

12 53. Plaintiff incorporates Paragraphs 1 through 5
13 herein as though fully set forth at length.

14 54. On or about July 8, 1982, SPNB extended an
15 additional Two Hundred Forty-Nine Thousand One Hundred Dollars
16 (\$249,100) to CINEMATRONICS, INCORPORATED, by the terms of an
17 irrevocable letter of credit, a copy of which is attached
18 hereto as Exhibit "13" and by this reference incorporated
19 herein, payable on demand pursuant to the same terms and
20 conditions as those set forth in Exhibits "1" through "12".

21 55. Pursuant to the terms of the agreement whereby
22 SPNB advanced said additional funds, SPNB made demand on
23 CINEMATRONICS, INCORPORATED, on or about August 2, 1982, for
24 payment of said sums plus accrued interest. Despite said
25 demand, the whole of said principal sum plus accrued interest
26 from August 2, 1982, remains due and unpaid.

27 56. The terms of said agreement provide that in the
28 event legal action is taken to enforce collection thereof,

1 defendants, and each of them, promise to pay all costs of
2 collection including attorneys' fees incurred in the collec-
3 tion of said agreement. Plaintiff is and has been required to
4 incur expenses and to employ attorneys to enforce collection
5 of said agreement, all to the damage of the plaintiff, in an
6 amount currently unascertained. Plaintiff will seek leave of
7 court to amend its complaint to assert those amounts when said
8 amounts become fully known.

9
10 FOURTEENTH CAUSE OF ACTION
11 AGAINST CINEMATRONICS, INCORPORATED,
12 FOR MONEY HAD AND RECEIVED

13 57. Plaintiff incorporates Paragraphs 1 through 5
14 herein as though fully set forth at length.

15 58. Over a period of time beginning in February
16 1982 and continuing up through and including the present time,
17 CINEMATRONICS, INCORPORATED, became indebted to SPNB in the
18 principal sum of Three Million One Hundred Seventy-Four
19 Thousand Thirty-Five and 59/100ths Dollars (\$3,174,035.59)
20 for money had and received from SPNB by CINEMATRONICS,
21 INCORPORATED, for the use and benefit of CINEMATRONICS,
22 INCORPORATED.

23 59. \$3,174,035.59 plus accrued interest has not
24 been paid although demand therefor has been made and there is
25 now due and owing and unpaid as of August 2, 1982, the sum of
26 \$3,174,035.59 plus accrued interest.

27 . . .

28 . . .

1 FIFTEENTH CAUSE OF ACTION
2 AGAINST CINEMATRONICS, INCORPORATED
3 FOR MONEY LENT

4 60. Plaintiff incorporates Paragraphs 1 through 5
5 herein as though fully set forth at length.

6 61. Within the last two years in San Diego County,
7 California, CINEMATRONICS, INCORPORATED, became indebted to
8 SPNB in the principal amount of Three Million One Hundred
9 Seventy-Four Thousand Thirty-Five and 59/100ths Dollars
10 (\$3,174,035.59) for money lent by SPNB to CINEMATRONICS,
11 INCORPORATED, at its request.

12 62. Although payment in full has been demanded,
13 there is currently a balance due, owing and unpaid from
14 CINEMATRONICS, INCORPORATED, to SPNB the principal sum of
15 \$3,174,035.59, together with accrued interest from August 2,
16 1982.

17
18 SIXTEENTH CAUSE OF ACTION
19 AGAINST JIMMIE DALE PIERCE
20 FOR BREACH OF PROMISSORY NOTE

21 63. Plaintiff incorporates Paragraphs 1 through 5
22 herein as though fully set forth at length.

23 64. On or about April 9, 1982, in San Diego County,
24 California, defendant JIMMIE DALE PIERCE, for valuable con-
25 sideration, made, executed and delivered to SPNB his promiss-
26 sory note in the amount of Two Hundred Forty-nine Thousand
27 Dollars (\$249,000) payable on demand, or if no demand, on
28 June 8, 1982, with interest from date at the rate of 1.25

1 percent per annum in excess of SPNB's prime rate as said prime
2 rate may change from time to time with any changes in said
3 rate resulting from a change in the prime rate becoming
4 effective on the date of SPNB's prime rate change. A copy of
5 said promissory note is attached hereto as Exhibit "15" and by
6 this reference incorporated herein.

7 65. SPNB is informed and believes that the funds
8 received pursuant to the terms of Exhibit "15" were used
9 entirely for business purposes.

10 66. On July 8, 1982, JIMMIE DALE PIERCE defaulted
11 on said promissory note. Despite SPNB's demand for payment by
12 letter dated August 2, 1982, a copy of which is attached here-
13 to as Exhibit "16" and by this reference incorporated herein,
14 as of the date of the filing of this complaint there remains
15 due and owing the principal sum of \$249,000 plus accrued
16 interest.

17 67. The terms of said promissory note provide that
18 in the event legal action is taken to enforce collection
19 thereof, defendants, and each of them, promise to pay all
20 costs of collection including attorneys' fees incurred in the
21 collection of said promissory note. Plaintiff is and has been
22 required to incur expenses and to employ attorneys to enforce
23 collection of said promissory note, all to the damage of the
24 plaintiff, in an amount currently unascertained. Plaintiff
25 will seek leave of court to amend its complaint to assert
26 those amounts when said amounts become fully known.

27 . . .

28 . . .

1 SEVENTEENTH CAUSE OF ACTION
2 AGAINST JIMMIE DALE PIERCE
3 FOR MONEY HAD AND RECEIVED

4 68. Plaintiff incorporates Paragraphs 1 through 5
5 herein as though fully set forth at length.

6 69. Over a period of time beginning in April 1982
7 and continuing up through and including the present time,
8 JIMMIE DALE PIERCE became indebted to SPNB in the principal
9 sum of Two Hundred Forty-Nine Thousand Dollars (\$249,000) for
10 money had and received from SPNB by JIMMIE DALE PIERCE for his
11 business use and benefit.

12 70. \$249,000 plus accrued interest has not been
13 paid although demand therefor has been made and there is now
14 due and owing and unpaid as of August 2, 1982, the sum of
15 \$249,000 plus accrued interest.

16
17 EIGHTEENTH CAUSE OF ACTION
18 AGAINST JIMMIE DALE PIERCE
19 FOR MONEY LENT

20 71. Plaintiff incorporates Paragraphs 1 through 5
21 herein as though fully set forth at length.

22 72. Within the last two years in San Diego County,
23 California, JIMMIE DALE PIERCE became indebted to SPNB in the
24 principal amount of Two Hundred Forty-Nine Thousand Dollars
25 (\$249,000) for money lent by SPNB to JIMMIE DALE PIERCE at his
26 request.

27 73. Although payment in full has been demanded,
28 there is currently a balance due, owing and unpaid from JIMMIE

1 DALE PIERCE to SPNB the principal sum of \$249,000, together
2 with accrued interest from August 2, 1982.

3
4 NINETEENTH CAUSE OF ACTION
5 AGAINST SUSANNE C. PIERCE
6 FOR BREACH OF GUARANTY

7 74. Plaintiff incorporates Paragraphs 1 through 5
8 herein as though fully set forth at length.

9 75. Or or about April 9, 1982, Defendant SUSANNE C.
10 PIERCE gave SPNB her written guaranty of the obligations of
11 JIMMIE DALE PIERCE up to \$800,000. A copy of said guaranty is
12 attached hereto as Exhibit "17" and by this reference incorpo-
13 rated herein.

14 76. SUSANNE C. PIERCE gave said guaranty in con-
15 sideration of SPNB extending credit to her husband, JIMMIE
16 DALE PIERCE, and to her.

17 77. On or about April 9, 1982, in reliance on the
18 existence of the aforescribed guaranty, SPNB took JIMMIE
19 DALE PIERCE's promissory note for the sum of Two Hundred
20 Forty-Nine Thousand Dollars (\$249,000) and lent said sum to
21 JIMMIE D. PIERCE pursuant to the terms of the promissory note
22 attached hereto as Exhibit "15".

23 78. JIMMIE D. PIERCE has defaulted on said promis-
24 sory note and there is now due and owing to SPNB the principal
25 sum of \$249,000 plus accrued interest.

26 79. The terms of said guaranty provide that in the
27 event legal action is taken to enforce collection thereof,
28 defendants, and each of them, promise to pay all costs of

(LOANS OF \$200,000 OR LESS)

No. 003399 El Cajon California February 26, 1982 \$150,000.00
 On demand, if no demand, then on or before May 27, 1982
 for value received, the undersigned jointly and severally promise to pay to SECURITY PACIFIC NATIONAL BANK, ("Bank") or order,
 at its El Cajon Valley Office in the City of El Cajon California,
 \$150,000.00 One Hundred Fifty Thousand and no/100 Dollars
 with interest from February 26, 1982 at the rate of .75% (See Below) percent per annum in excess of the Bank's
 prime rate as said prime rate may change from time to time with any changes in said prime rate becoming effective herein on the effective
 date of the change in said prime rate, computed on a basis of a 365 day year and actual days elapsed, payable at maturity
 beginning May 27, 1982 As used herein, the term "prime rate" shall mean the floating commercial loan rate of
 the Bank, announced from time to time as its "prime rate".

Should interest not be paid when due, it shall thereafter bear like interest as the principal payable on demand. Principal and interest payable in lawful
 money of the United States. The undersigned further promise to pay all costs of collection, including reasonable attorney's fees, incurred in the collection of this
 note. The makers, sureties, guarantors and endorses of this note hereby consent to renewals and extensions of time at or after the maturity hereof and hereby
 waive diligence, presentment, protest and demand and notice of every kind and to the full extent permitted by law the right to plead any statute of limitations
 as a defense to any demand hereunder or in connection with any security hereof, and hereby agree that no failure on the part of the holder of this note to
 exercise any power, right or privilege hereunder, or to insist upon prompt compliance with the terms hereof, shall constitute a waiver thereof.

*The Bank's prime rate in effect on February 26, 1982 is 16.50%

1941 Friendship Drive

El Cajon, Ca.



CINEMATRONICS, INC.

By: *[Signature]*
 Fred Fukumoto, President

110001 1-81 00 Straight Note Interest Tied To Prime

EXHIBIT 1-1

(LOANS OF \$200,000 OR LESS)

No. 003412 El Cajon California March 12, 1982 \$50,000.00
 On demand, if no demand, then on or before June 14, 1982
 for value received, the undersigned jointly and severally promise to pay to SECURITY PACIFIC NATIONAL BANK, ("Bank") or order,
 at its El Cajon Valley Office in the City of El Cajon California,
 \$50,000.00 Fifty Thousand and no/100 Dollars
 with interest from March 12, 1982 at the rate of .75% (see below) percent per annum in excess of the Bank's
 prime rate as said prime rate may change from time to time with any changes in said prime rate becoming effective herein on the effective
 date of the change in said prime rate, computed on a basis of a 365 day year and actual days elapsed, payable at maturity
 beginning June 14, 1982 As used herein, the term "prime rate" shall mean the floating commercial loan rate of
 the Bank, announced from time to time as its "prime rate".

Should interest not be paid when due, it shall thereafter bear like interest as the principal payable on demand. Principal and interest payable in lawful
 money of the United States. The undersigned further promise to pay all costs of collection, including reasonable attorney's fees, incurred in the collection of this
 note. The makers, sureties, guarantors and endorses of this note hereby consent to renewals and extensions of time at or after the maturity hereof and hereby
 waive diligence, presentment, protest and demand and notice of every kind and to the full extent permitted by law the right to plead any statute of limitations
 as a defense to any demand hereunder or in connection with any security hereof, and hereby agree that no failure on the part of the holder of this note to
 exercise any power, right or privilege hereunder, or to insist upon prompt compliance with the terms hereof, shall constitute a waiver thereof.

*The Bank's prime rate in effect on March 12, 1982 is 16.50%

1941 Friendship Drive

El Cajon, California 92020



CINEMATRONICS, INC.

By: *[Signature]*
 (Title)

110001 1-81 00 Straight Note Interest Tied To Prime

EXHIBIT 2-1

(LOANS OF \$200,000 OR LESS)

No. 003413 El Cajon California March 12, 1982 \$50,000.00
 On demand, if no demand, then on or before June 14, 1982
 for value received, the undersigned jointly and severally promise to pay to SECURITY PACIFIC NATIONAL BANK, ("Bank") or order,
 at its El Cajon Valley Office in the City of El Cajon California,
 \$50,000.00 Fifty Thousand and no/100 Dollars
 with interest from March 12, 1982 at the rate of .75% (see below) percent per annum in excess of the Bank's
 prime rate as said prime rate may change from time to time with any changes in said prime rate becoming effective herein on the effective
 date of the change in said prime rate, computed on a basis of a 365 day year and actual days elapsed, payable at maturity
 beginning June 14, 1982 As used herein, the term "prime rate" shall mean the floating commercial loan rate of
 the Bank, announced from time to time as its "prime rate".

Should interest not be paid when due, it shall thereafter bear like interest as the principal payable on demand. Principal and interest payable in lawful
 money of the United States. The undersigned further promise to pay all costs of collection, including reasonable attorney's fees, incurred in the collection of this
 note. The makers, sureties, guarantors and endorses of this note hereby consent to renewals and extensions of time at or after the maturity hereof and hereby
 waive diligence, presentment, protest and demand and notice of every kind and to the full extent permitted by law the right to plead any statute of limitations
 as a defense to any demand hereunder or in connection with any security hereof, and hereby agree that no failure on the part of the holder of this note to
 exercise any power, right or privilege hereunder, or to insist upon prompt compliance with the terms hereof, shall constitute a waiver thereof.

*The Bank's prime rate in effect on March 12, 1982 is 16.50%

1941 Friendship Drive

El Cajon, California 92020



CINEMATRONICS, INC.

By: *[Signature]*
 (Title)

110001 1-81 00 Straight Note Interest Tied To Prime

EXHIBIT 3-1

Cinematronix, Inc.

I vacated on the same date as said note.

[illegible]

EXHIBIT 1-2

AMOUNT OF NOTE
\$ 50,000.00

I recited on 1st the same date at said note.

[illegible]

EXHIBIT 2.2

AMOUNT OF NOTE
\$0.000.00

Executed on the same date as said note

[illegible]

No. 003418

El Cajon

California

March

1982 \$30,000.00

On demand, or if no demand, then on or before June 14, 1982

for value received, the undersigned jointly and severally promise to pay to SECURITY PACIFIC NATIONAL BANK ("Bank") or order, at its El Cajon Valley Office in the City of El Cajon, California,

Fifty Thousand and no/100 ***** Dollars

with interest from March 12, 1982 at the rate of .75% (see below) per cent per annum in excess of the Bank's prime rate as said prime rate may change from time to time with any changes in said prime rate becoming effective herein on the effective date of the change in said prime rate, computed on a basis of a 365 day year and actual days elapsed, payable at maturity beginning June 14, 1982 As used herein, the term "prime rate" shall mean the floating commercial loan rate of the Bank, announced from time to time as its "prime rate"

Should interest not be paid when due, it shall thereafter bear like interest as the principal, payable on demand. Principal and interest payable in lawful money of the United States. The undersigned further promise to pay all costs of collection including reasonable attorney's fees, incurred in the collection of this note. The makers, sureties, guarantors and endorsers of this note hereby consent to renewals and extensions of time at or after the maturity hereof and hereby waive diligence, presentment, protest and demand and note of every kind and to the full extent permitted by law the right to plead any statute of limitations as a defense to any demand hereunder or in connection with any security hereof, and hereby agree that no failure on the part of the holder of this note to exercise any power, right or privilege hereunder or to insist upon prompt compliance with the terms hereof, shall constitute a waiver thereof.

*The Bank's prime rate in effect on March 12, 1982 is 16.50%

1941 Friendship Drive



CINEMATRONICS, INC.

By: *[Signature]*President
(Title)

El Cajon, California 92020

000010 0-30* 00 PA Straight Note Interest Paid To Prime

EXHIBIT 4-1

No. 003434

El Cajon

California

April 9,

1982 \$391,500.00

(On demand, or if no demand, on July 9, 1982,

for value received, the undersigned jointly and severally promise to pay to SECURITY PACIFIC NATIONAL BANK ("Bank") or order, at its El Cajon Valley Office in the City of El Cajon, California,

THREE HUNDRED NINETY-ONE THOUSAND FIVE HUNDRED and No/100 ***** Dollars

with interest from date at the rate of .75 per cent per annum in excess of the Bank's prime rate as said prime rate may change from time to time with any changes in said prime rate becoming effective herein on the effective date of the change in said prime rate, computed on a basis of a 365 day year and actual days elapsed, payable at maturity beginning April 9, 1982 As used herein, the term "prime rate" shall mean the floating commercial loan rate of the Bank, announced from time to time as its "prime rate"

Should interest not be paid when due, it shall thereafter bear like interest as the principal, payable on demand. Principal and interest payable in lawful money of the United States. The undersigned further promise to pay all costs of collection including reasonable attorney's fees, incurred in the collection of this note. The makers, sureties, guarantors and endorsers of this note hereby consent to renewals and extensions of time at or after the maturity hereof and hereby waive diligence, presentment, protest and demand and note of every kind and to the full extent permitted by law the right to plead any statute of limitations as a defense to any demand hereunder or in connection with any security hereof, and hereby agree that no failure on the part of the holder of this note to exercise any power, right or privilege hereunder or to insist upon prompt compliance with the terms hereof, shall constitute a waiver thereof.

*The Bank's Prime Rate on April 9, 1982 is 16.50%

1841 Friendship Drive

CINEMATRONICS, INC.

By: *[Signature]*President
(Title)

El Cajon, CA 92020

000010 0-30* 00 PA Straight Note Interest Paid To Prime

EXHIBIT 5-1

No. 003455

El Cajon

California

April 22,

1982 \$257,893.13

(On demand, or if no demand, on July 21, 1982

for value received, the undersigned jointly and severally promise to pay to SECURITY PACIFIC NATIONAL BANK ("Bank") or order, at its El Cajon Valley Office in the City of El Cajon, California,

Two Hundred Fifty-seven Eight Hundred Ninety-three and 13/100 ***** Dollars

with interest from April 22, 1982 at the rate of .75% (see below) per cent per annum in excess of the Bank's prime rate as said prime rate may change from time to time with any changes in said prime rate becoming effective herein on the effective date of the change in said prime rate, computed on a basis of a 365 day year and actual days elapsed, payable at maturity beginning July 21, 1982 As used herein, the term "prime rate" shall mean the floating commercial loan rate of the Bank, announced from time to time as its "prime rate"

Should interest not be paid when due, it shall thereafter bear like interest as the principal, payable on demand. Principal and interest payable in lawful money of the United States. The undersigned further promise to pay all costs of collection including reasonable attorney's fees, incurred in the collection of this note. The makers, sureties, guarantors and endorsers of this note hereby consent to renewals and extensions of time at or after the maturity hereof and hereby waive diligence, presentment, protest and demand and note of every kind and to the full extent permitted by law the right to plead any statute of limitations as a defense to any demand hereunder or in connection with any security hereof, and hereby agree that no failure on the part of the holder of this note to exercise any power, right or privilege hereunder or to insist upon prompt compliance with the terms hereof, shall constitute a waiver thereof.

*The Bank's Prime Rate on April 22, 1982, is 16.50%

1841 Friendship Dr.

CINEMATRONICS, INC.

By: *[Signature]*President
(Title)

El Cajon, CA 92020

000010 0-30* 00 PA Straight Note Interest Paid To Prime

EXHIBIT 6-1

No. 003456 El Cajon California

April 26

19 82 \$ 557,139.38

On demand, if no demand, on July 26, 1982

for value received the undersigned jointly and severally promise to pay to SECURITY PACIFIC NATIONAL BANK, ("Bank") or order at its El Cajon Valley Office in the City of El Cajon California

*Five Hundred Fifty Seven Thousand One Hundred Thirty Nine and 38/100 ***** Dollars
with interest from April 26, 1982 at the rate of .75% (see below) per cent per annum in excess of the Bank's
prime rate as said prime rate may change from time to time with any changes in said prime rate becoming effective hereon on the effective
date of the change in said prime rate, computed on a basis of a 360 day year and actual days elapsed, payable at maturity
beginning July 26 19 82 As used herein, the term "prime rate" shall mean the floating commercial loan rate of
the Bank announced from time to time as its "prime rate"

Should interest not be paid when due, it shall thereupon bear like interest as the principal payable on demand. Principal and interest payable in lawful money of the United States. The undersigned further promise to pay all costs of collection including reasonable attorney's fees, incurred in the collection of this note. The makers, sureties, guarantors and endorser of this note hereby consent to new and extensions of time at or after the maturity hereof and hereby waive diligence, presentment, protest and demand and notice of every kind and the full extent permitted by law the right to plead any statute of limitation as a defense to any demand hereunder or in connection with any security herefor, and hereby agree that no failure on the part of the holder of this note to exercise any power, right or privilege hereunder, or to insist upon prompt compliance with the terms hereof, shall constitute a waiver thereof.

*The Bank's prime rate in effect on April 26, 1982 is 16.50%
1841 Friendship Drive

El Cajon, California 92020



CINEMATRONICS, INC.

By: *[Signature]*
Fred Fukumoto, President

004050 0-00 00 PB

Straight Pledge Interest Paid 1-1-1982

EXHIBIT 7-1

No. 003461 El Cajon California
On demand, if no demand, on July 28, 1982

April 29

19 82 \$ 299,246.25

for value received the undersigned jointly and severally promise to pay to SECURITY PACIFIC NATIONAL BANK, ("Bank") or order at its El Cajon Valley Office in the City of El Cajon California

*Two Hundred Ninety Nine Thousand Two Hundred Forty Six and 25/100 ***** Dollars
with interest from April 29, 1982 at the rate of .75% (see below) per cent per annum in excess of the Bank's
prime rate as said prime rate may change from time to time with any changes in said prime rate becoming effective hereon on the effective
date of the change in said prime rate, computed on a basis of a 360 day year and actual days elapsed, payable at maturity
beginning July 28 19 82 As used herein, the term "prime rate" shall mean the floating commercial loan rate of
the Bank announced from time to time as its "prime rate"

Should interest not be paid when due, it shall thereupon bear like interest as the principal payable on demand. Principal and interest payable in lawful money of the United States. The undersigned further promise to pay all costs of collection including reasonable attorney's fees, incurred in the collection of this note. The makers, sureties, guarantors and endorser of this note hereby consent to new and extensions of time at or after the maturity hereof and hereby waive diligence, presentment, protest and demand and notice of every kind and the full extent permitted by law the right to plead any statute of limitation as a defense to any demand hereunder or in connection with any security herefor, and hereby agree that no failure on the part of the holder of this note to exercise any power, right or privilege hereunder, or to insist upon prompt compliance with the terms hereof, shall constitute a waiver thereof.

*The Bank's prime rate in effect on April 29, 1982 is 16.50%
1841 Friendship Drive

El Cajon, California 92020



CINEMATRONICS, INC.

By: *[Signature]*
Vice Chairman

004050 0-00 00 PB

Straight Pledge Interest Paid 1-1-1982

EXHIBIT 8-1

No. 003466 El Cajon California
On demand, if no demand, on August 2, 1982

May 3

19 82 \$ 501,295.50

for value received the undersigned jointly and severally promise to pay to SECURITY PACIFIC NATIONAL BANK, ("Bank") or order at its El Cajon Valley Office in the City of El Cajon California

*Five Hundred One Thousand Two Hundred Ninety Five and 50/100 ***** Dollars
with interest from May 3, 1982 at the rate of .75% (see below) per cent per annum in excess of the Bank's
prime rate as said prime rate may change from time to time with any changes in said prime rate becoming effective hereon on the effective
date of the change in said prime rate, computed on a basis of a 360 day year and actual days elapsed, payable at maturity
beginning August 2 19 82 As used herein, the term "prime rate" shall mean the floating commercial loan rate of
the Bank announced from time to time as its "prime rate"

Should interest not be paid when due, it shall thereupon bear like interest as the principal payable on demand. Principal and interest payable in lawful money of the United States. The undersigned further promise to pay all costs of collection including reasonable attorney's fees, incurred in the collection of this note. The makers, sureties, guarantors and endorser of this note hereby consent to new and extensions of time at or after the maturity hereof and hereby waive diligence, presentment, protest and demand and notice of every kind and the full extent permitted by law the right to plead any statute of limitation as a defense to any demand hereunder or in connection with any security herefor, and hereby agree that no failure on the part of the holder of this note to exercise any power, right or privilege hereunder, or to insist upon prompt compliance with the terms hereof, shall constitute a waiver thereof.

*The Bank's prime rate in effect on May 3, 1982 is 16.50%
1841 Friendship Drive

El Cajon, Ca. 92020



CINEMATRONICS, INC.

By: *[Signature]*
Fred Fukumoto, President

004050 0-00 00 PB

Straight Pledge Interest Paid 1-1-1982

9-1

† recycled on the same date as land note

[illegible]

EXHIBIT 7-2

DUE DATE	DATE	AMOUNT OF NOTE
7-28-82	7	299,246.2

1 created on the same date as said note

[illegible]

EXHIBIT 8-2.

DUE DATE	DATE	AMOUNT OF NOTE
11-2-82	7	\$ 501,295.4

I vacated on the same date as said note.

[illegible]

9-2

No. 003496 El Cajon California May 26 1982 \$249,722.75
 On demand, if no demand, on August 26, 1982
 for value received, the undersigned jointly and severally promise to pay to SECURITY PACIFIC NATIONAL BANK ("Bank") for order at its El Cajon Valley Office in the City of El Cajon California
 *Two Hundred Forty Nine Thousand Seven Hundred Twenty Two and 75/100 ***** Dollars
 with interest from May 26, 1982 at the rate of .75% (see below) percent per annum in excess of the Bank's prime rate as said prime rate may change from time to time with any changes in said prime rate becoming effective herein on the effective date of the change in said prime rate, computed on a basis of a 360-day year and actual days elapsed payable at maturity
 beginning August 26 1982 As used herein, the term "prime rate" shall mean the floating commercial loan rate of the Bank, announced from time to time as its "prime rate"

Should interest not be paid when due, it shall thereafter bear like interest as the principal, payable on demand. Principal and interest payable in lawful money of the United States. The undersigned further promise to pay all costs of collection, including reasonable attorney's fees, incurred in the collection of this note. The makers, sureties, guarantors and endorser of this note hereby consent to renewal and extension of time at or after the maturity hereof and hereby waive diligence, presentment, protest and demand and notice of every kind and to the full extent permitted by law the right to plead any statute of limitation as a defense to any demand hereunder or in connection with any security herefor, and hereby agree that no failure on the part of the holder of this note to exercise any power, right or privilege hereunder or to insist upon prompt compliance with the terms hereof, shall constitute a waiver thereof.

*The Bank's prime rate in effect on May 26, 1982 is 16.50%

1841 Friendship Drive

El Cajon, California 92020



CINEMATRONICS, INC.

By: *Norman B. Stinson*
 Vice Chairman (Title)

004450 0-00* 50 PM Straight Note Interest Tied To Prime

EXHIBIT 10-1

No. 003496 El Cajon California May 28 1982 \$249,722.75
 On demand, if no demand, on August 26, 1982
 for value received, the undersigned jointly and severally promise to pay to SECURITY PACIFIC NATIONAL BANK ("Bank") for order at its El Cajon Valley Office in the City of El Cajon California
 *Two Hundred Forty Nine Thousand Seven Hundred Twenty Two and 75/100 ***** Dollars
 with interest from May 28, 1982 at the rate of .75% (see below) percent per annum in excess of the Bank's prime rate as said prime rate may change from time to time with any changes in said prime rate becoming effective herein on the effective date of the change in said prime rate, computed on a basis of a 360-day year and actual days elapsed, payable at maturity
 beginning August 26 1982 As used herein, the term "prime rate" shall mean the floating commercial loan rate of the Bank, announced from time to time as its "prime rate"

Should interest not be paid when due, it shall thereafter bear like interest as the principal, payable on demand. Principal and interest payable in lawful money of the United States. The undersigned further promise to pay all costs of collection, including reasonable attorney's fees, incurred in the collection of this note. The makers, sureties, guarantors and endorser of this note hereby consent to renewal and extension of time at or after the maturity hereof and hereby waive diligence, presentment, protest and demand and notice of every kind and to the full extent permitted by law the right to plead any statute of limitation as a defense to any demand hereunder or in connection with any security herefor, and hereby agree that no failure on the part of the holder of this note to exercise any power, right or privilege hereunder or to insist upon prompt compliance with the terms hereof, shall constitute a waiver thereof.

*The Bank's prime rate in effect on May 28, 1982 is 16.50%

1841 Friendship Drive

El Cajon, Ca. 92020



CINEMATRONICS, INC.

By: *Norman B. Stinson*
 Vice Chairman (Title)

004450 0-00* 50 PM Straight Note Interest Tied To Prime

EXHIBIT 11-1

No. 003497 El Cajon California June 7 1982 \$249,722.75
 On demand, if no demand, on September 7, 1982
 for value received, the undersigned jointly and severally promise to pay to SECURITY PACIFIC NATIONAL BANK ("Bank") for order at its El Cajon Valley Office in the City of El Cajon California
 *Two Hundred Forty Nine Thousand Seven Hundred Twenty Two and 75/100 ***** Dollars
 with interest from June 7, 1982 at the rate of .75% (see below) percent per annum in excess of the Bank's prime rate as said prime rate may change from time to time with any changes in said prime rate becoming effective herein on the effective date of the change in said prime rate, computed on a basis of a 360-day year and actual days elapsed payable at maturity
 beginning September 7 1982 As used herein, the term "prime rate" shall mean the floating commercial loan rate of the Bank, announced from time to time as its "prime rate"

Should interest not be paid when due, it shall thereafter bear like interest as the principal, payable on demand. Principal and interest payable in lawful money of the United States. The undersigned further promise to pay all costs of collection, including reasonable attorney's fees, incurred in the collection of this note. The makers, sureties, guarantors and endorser of this note hereby consent to renewal and extension of time at or after the maturity hereof and hereby waive diligence, presentment, protest and demand and notice of every kind and to the full extent permitted by law the right to plead any statute of limitation as a defense to any demand hereunder or in connection with any security herefor, and hereby agree that no failure on the part of the holder of this note to exercise any power, right or privilege hereunder or to insist upon prompt compliance with the terms hereof, shall constitute a waiver thereof.

*The Bank's prime rate in effect on June 7, 1982 is 16.50%

1841 Friendship Drive

El Cajon, Ca. 92020



CINEMATRONICS, INC.

By: *Norman B. Stinson*
 Vice Chairman (Title)

004450 0-00* 50 PM Straight Note Interest Tied To Prime

12-1

† recited on the same date as cited page.

[illegible]

EXHIBIT 10-2

Cinematronics Inc.

\$ 269.122.75

1. selected on the same date as and more

[illegible]

EXHIBIT 11-2

Cinematronics Inc.

amount of work
249,122.15

recruited on the same date as land snails

[illegible]

12-24

NEGOTIATION
ADVISE

SECURITY PACIFIC NATIONAL BANK

ADVISE OF DEBIT

Post Office Box 7037
San Francisco, California 94110

Head Office: Post Office Box 97800
Los Angeles, California 90009

Post Office Box 17914
San Diego, California 92112

WE HAVE NEGOTIATED AND ACCEPTED A DRAFT FOR YOUR ACCOUNT UNDER OUR LETTER OF CREDIT NUMBER SD6935

DATE 6/8/82		ACCEPTANCE NUMBER 901562		MATURITY DATE JULY 8 1982		TERM 30 DAYS SIGHT		DRAFT AMOUNT 249,100.00	
DRAWN BY EL CAJON VALLEY 423				DISCOUNT				DISCOUNT AMOUNT	
CINEMATRONICS INC. 1841 FRIENDSHIP DR. EL CAJON, CALIF. 92020				ACCEPTANCE FEE		DAYS		DAYS	
				30		1.5		311.37	
				POSTAGE		TOTAL EXPENSES			
				LABOR					
ACCOUNT NUMBER C/L DR 423 ATTN J. DALEY				NEGOTIATION FEE of 12,622.75				TOTAL FEE	
DRAFT DRAWN BY JAPAN LEISURE				AMENDMENT FEE				622.75	
DOCUMENTS ATTACHED (DATE) (TYPE) (NUMBER) (DESCRIPTION)				AMOUNT TO BE CHARGED TO ACCOUNT @ maturity				TOTAL DEBIT	
CONF. INVOICES	COPY INVOICES	COPY INVOICES	DATE	PAID	DATE	DATE	DATE	DATE	
2	1			1					
OTHER DOCUMENTS ATTACHED				US\$249,100.00				934.12	

COVERING SHIPMENT OF		MERCH. AS PER L/C	
FROM	TO	DATE	PERIOD
TOKYO	SAN DIEGO	5/26/82	PERIOD AIR FRT.
XXXXXX HAWB# 25351			

REMARKS

- ☐ PLEASE ACKNOWLEDGE RECEIPT ON THE ATTACHED FORM
- ☐ PLEASE SIGN AND RETURN ATTACHED RECEIPT TO RE-PRINT FIRST RECEIPT. A COPY OF YOUR FILE IS PRINTED ON THE REVERSE OF THIS PAGE

WITH THIS ADVISE, WE PRESENT AN ACCEPTANCE FOR YOUR ACCOUNT. PLEASE NOTE THAT FUNDS IN COVER ARE TO BE AVAILABLE TO YOU NO LATER THAN ONE DAY PRIOR TO THE MATURITY DATE. YOURS IN ACCORDANCE WITH THE TERMS OF THE SECURITY RECEIPT.

IN A FOREIGN COUNTRY, THE INSTRUMENTS MUST HAVE BEEN MAILED TO THE HEAD OFFICE WITHIN 10 DAYS OF THE DATE OF THE INSTRUMENT.

SECURITY PACIFIC NATIONAL BANK

EL CAJON VALLEY DR 423
ATTN J. DALEY

(Signature)
AUTHORIZED SIGNATURE

063678 1-82 PB

SECURITY RECEIPT (TRUST RECEIPT)

Hereby Bank, Security, Inc. National Bank, "Bank" and documents and instruments of the Bank, Inc. The Bank, Inc. hereby grants Bank a security interest in all its property, real, personal, and mixed, and in all its franchises and good will, whether covered or affected by any document or otherwise included or excluded, designated here as collateral property, hereinafter called the "Collateral", as security for any and all existing and future obligations of the undersigned owing to Bank, whether such obligations are contingent, and in consideration thereof the undersigned agrees to hold the Collateral in trust for Bank and its property, with power to sell the same in any portion thereof for debt or debt of it is than the market price of such property, and to apply the proceeds in same or otherwise deal with the same in a manner reasonably necessary to the satisfaction of Bank, and to execute and deliver to Bank, but not to grant, the same interest therein or thereon hypothecate to the same, and in case of sale to effect and meet the payment of said sale forthwith to Bank, said proceeds, not all additions, substitutions, etc., and to give to Bank the Collateral, and to be empowered with the attached trust and security interest in favor of Bank. The undersigned agrees to deliver the Collateral to Bank upon demand.

The undersigned also agrees, at the cost and expense of the undersigned, to keep the Collateral fully insured with reliable companies against loss by fire and water, and to keep the same subject to the loss, if any, payable to Bank, and to deliver the policies of insurance to Bank. The failure of the undersigned to do so Bank may obtain such insurance at the expense of the undersigned.

In the event of default under the terms of any of the above, hereby Bank may exercise any rights it may have in and to the

with the terms of any General Loan and Collateral Agreement, Collection, Charge, Assignment, Commercial Letter of Credit and Assignment Agreement, or other agreement, executed by the undersigned, if any, or in accordance with the Uniform Commercial Code.

The undersigned agrees to pay Bank reasonable attorneys' fees in any action to enforce Bank's rights hereunder.

IT IS HEREBY CERTIFIED, THAT WHEN THIS NEGOTIATION OF AN ACCEPTANCE, THE ABOVE SECURITY RECEIPT IS NOT RETURNED TO THE UNDERSIGNED.

These documents are acceptable to us in every respect, and the requirements herein are hereby waived. You are fully and completely releasing any guaranties or indemnities from you or your estates, heirs, etc.

CINEMATRONICS, INC.

By W. J. Banks President

(Title)

DATE June 10, 1982



SECURITY PACIFIC NATIONAL BANK

HEAD OFFICE - SPECIAL ASSETS DEPARTMENT, 111 SOUTH HOPE STREET, LOS ANGELES

MAILING ADDRESS: P. O. BOX 2017, TERMINAL ANNE, LOS ANGELES, CALIFORNIA 90001

August 2, 1982

CERTIFIED MAIL
Return Receipt Requested

Mr. Jim Pierce
Cinematronics, Inc.
1841 Friendship Drive
El Cajon, CA 92020

Ref	Loan Numbers	Balances
	929-608	\$ 58,365.02 *
	929-609	50,000.00 *
	929-610	50,000.00 *
	929-611	50,000.00 *
	929-612	391,500.00 *
	929-613	257,893.13 *
	929-614	557,139.38 *
	929-615	299,246.25 *
	929-616	501,295.50 *
	929-617	249,722.75 *
	929-618	249,722.75 *
	929-619	249,722.75 *
	929-654	249,100.00 *
		<hr/>
		\$3,213,707.53

* (plus accrued interest)

Dear Mr. Pierce:

As you know, the administration of the above referenced loans originally negotiated with our El Cajon Branch, have been transferred to this department for administration. All of the aforesaid notes are on a demand basis, and in particular loan numbers 929-608, 929-609, 929-610, 929-611, 929-612, 929-613, 929-614, 929-615, 929-616, and 929-654 are past due as to

(1)

EXHIBIT 14-1

principal and interest. Because of Cinematronics deteriorating financial condition and the past due status of the notes, we have this date exercised a setoff in the amount of \$ 170,957.58 against the matured Certificate of Deposit, Account Number 343-102 Br 423. The setoff satisfies in part the debt owed by Cinematronics.

Below is listed the application of the setoff amount

Interest to 8-2-82	\$ 131,285.64
Principal	<u>39,671.94</u>
	\$ 170,957.58

Demand is hereby made for the remaining unpaid principal balance of \$ 3,174,035.59 plus accrued interest forthwith. Should this demand not be met, we will refer this matter to our attorneys for appropriate action.

Sincerely, 

Bruce A. Mates
Assistant Vice President
(213) 611-8292

cc: Regular Mail
Tom Stroud

BAB:pra

003447

El Cajon

April 9

19 82 < 249,000.00

On demand, or if no demand, on July 8, 1982

for value received, the undersigned jointly and severally promise to pay to SECURITY PACIFIC NATIONAL BANK, ("Bank") for and to the order of El Cajon Valley Office in the City of El Cajon, California

TWO HUNDRED FORTY-NINE THOUSAND AND NO/100 ***** \$1,250,000.00

with interest from date at the rate of 1.25 per cent per annum in excess of the Bank's prime rate as said prime rate may change from time to time with any changes in said prime rate becoming effective herein on the effect

date of the change in said prime rate, computed on a basis of a 360 day year and actual days elapsed, payable at maturity beginning April 9, 1982. As used herein, the term "prime rate" shall mean the floating commercial loan rate

the Bank announced from time to time as its "prime rate".

Should interest not be paid when due, it shall thereafter bear like interest on the principal payable on demand. Principal and interest payable in U.S. money at the Bank's Office. The undersigned further promise to pay all costs of collection, including reasonable attorney's fees, incurred in the collection of this note. The makers, guarantors and endorser of this note, for the benefit, use and extension of time at or after the maturity hereof and before the date of presentation or protest and notice of dishonor hereof, and hereby agree that no failure on the part of the holder of this note as a defense to any demand hereunder or in connection with any suit hereon, shall constitute a waiver thereof.

The Bank's Prime Rate on April 9, 1982, is 16.50

1325 Windridge Drive

El Cajon, CA 92020



Jim D. Pierce
Jim D. Pierce

000000 4-00 50 PS

SECURITY PACIFIC NATIONAL BANK

EXHIBIT 15-1

0045-7558/00/0000-0000\$10.00/0

Pierce, Jim D.

4594

7-8-62

680-720 0000 0000 0000

\$ 249,000.

[illegible]

1 secured on the same date as said note.

[illegible]

EXHIBIT 15-2



SECURITY PACIFIC NATIONAL BANK

HEAD OFFICE - SPECIAL ASSETS DEPARTMENT, 333 SOUTH HOPE STREET, LOS ANGELES

MAILING ADDRESS: P.O. BOX 2002, TERMINAL ANNEK, LOS ANGELES, CALIFORNIA 90081

August 2, 1982

CERTIFIED MAIL

Return Receipt Requested

Mr. Jim Pierce
1841 Friendship Drive
El Cajon, CA 92020

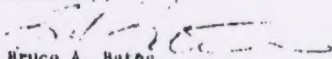
Re: Unpaid Principal balance
\$ 249,000 *
*(plus accrued interest)

Dear Mr. Pierce:

As you know the administration of the above referenced loan, originally negotiated at our El Cajon Branch, was transferred to this department for administration. The loan is seriously past due; therefore, demand is hereby made for the unpaid balance of \$249,000.00 plus accrued interest forthwith.

Should this demand not be met, we will refer this matter to our attorneys for appropriate action.

Sincerely,


Bruce A. Bates
Assistant Vice President
(213) 613-8292

cc: Regular Mail

EXHIBIT 16

